

Calm Amid Chaos Therapy Limited t/a Jess Marriner Therapy

(Registered in England with Co. No. 15972670)

Terms and Conditions for the Supply of Digital Content

1. Introduction

This document sets out the terms and conditions of business relating to the supply, or making available to you, for educational purposes only of digital content. It supersedes any prior terms, conditions or agreements relating to these services or any verbal representations, warranties or undertakings given to you at any time. By placing an order for the supply of digital content as described on our website, this will be taken as evidence of your agreement to these terms and conditions. Accordingly, please read this document carefully and raise any questions with us at calmamidchaotherapy@outlook.com.

2. Digital Content

- a) The supply or making available to you of digital content as described on our website is not a substitute for therapy and any information given or contained in the digital content product should not be used for diagnostic purposes - it is psychological education only. Whilst we may offer therapy services (please see separate terms and conditions of business which are available on our website should you be interested in or undertaking therapy services with us), you agree that by providing digital content alone we are NOT your therapist. Accordingly, if anything in the digital content resonates with you please reach out for professional support via your GP, the emergency services, or Talking Therapies services (in the UK).
- b) The digital content made available to you is strictly for your own personal / internal information alone. It is not to be copied; modified or translated; merged, adapted or varied; shared, disseminated, sold, rented/loaned or given away; published; or passed off as your own work in any way howsoever arising.

3. Placing your Order for Digital Content

- a) Details of digital content available to order will be published on our website or in other literature (such as social media posts). You will have the opportunity to place your order on our website by following the stated process steps. An order is an offer by you to purchase access rights to the digital content specified in the order subject to these terms and conditions of business.
- b) The digital content product may be a combination of access to a live/pre-recorded webinar presentation and/or accompanying slides/handout and/or workbook product. Access to a webinar presentation will typically be hosted via Microsoft Teams and any slides/handouts/workbooks etc will typically be made available to you via access/download from a Google-drive link. In each case, you are solely responsible for all and any associated licence requirements in respect thereof, including your personal access to Microsoft Teams and/or Google-drive links etc.
- c) You have a legal right to change your mind before accessing or downloading your digital content product. Accordingly, you have 14 days after the date we confirm your order to change your mind about a purchase, but you lose this right when either (i) you start to download or stream your digital content product or (ii) we email you a copy of, or link to, the digital content product. If you change your mind please contact us at calmamidchaotherapy@outlook.com. We will refund you as soon as possible and within 14 days of you telling us you've changed your mind. If so, we will refund you by the method you used for payment. We don't charge a fee for the refund.
- d) If the digital content product is part of a subscription or comprises content to be made available on an interval basis, we tell you when and how you can end an on-going contract with us during the order process and we confirm this information to you in writing after we've accepted your order. If you have any questions, please contact us at calmamidchaotherapy@outlook.com.

4. Cost and Payment

- a) The cost of the digital content is to be made in advance and will typically be charged to you at the published price on our website/literature at the time of your order being made. However, for some digital content products (such as comprising part of a subscription or content to be made available on an interval basis) we may take payment at regular intervals as explained to you during the order process.

- b) Payment should be made in the manner specified on our website/literature at the time of your order being made. Typically this will be by credit or debit card via our merchant card services provider but we may agree to accept payment by direct bank transfer / BACs at our sole discretion and separate agreement.
- c) The cost of the digital content includes any written materials that may be supplied, but not the cost of any books or literature that we may refer to; however, these books may be available through your local library at no cost.
- d) If you are late paying any instalment or internal payment which you owe us, we may charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

5. Delays outside our control

If our supply of your digital content product is delayed by an event outside our control, we will contact you as soon as possible to let you know and we will do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact us to end the contract and receive a refund for any products you have paid for in advance, but not received.

6. Rights available to you if there is something wrong with your Digital Content Product

- a) If you think there is something wrong with your digital content product, you must contact us immediately at calmamidchaotherapy@outlook.com. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk.

Summary of your key legal rights
<p>The Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:</p> <ul style="list-style-type: none"> ● If your digital content is faulty, you're entitled to a repair or a replacement. ● If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back. ● If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

7. Changes to Digital Content Product

- a) We can make or propose changes to the digital content product in the following circumstances:
 - i. to reflect changes in relevant laws and regulatory requirements;
 - ii. to implement minor adjustments and improvements,. These are changes that don't affect your use of the product; and
 - iii. to update digital content, provided that the digital content always matches the description of it that we provided to you before you bought it.
- b) We can also suspend the supply of a digital content product. We may do this to:
 - i. deal with technical/IT problems or make minor changes;
 - ii. update the product to reflect changes in relevant laws and regulatory requirements; or
 - iii. make changes to the product or the delivery of the digital content to you.
- c) We can stop providing a digital content product at any time, such as a subscription or content which is expected to be made available on an interval basis. If so, we will let you know at least 14 days in advance and will refund any sums you've paid in advance for products which won't be provided.

8. Our Liability to you

- a) We're not responsible for all or any losses which you may suffer caused by us breaking this contract if the loss is:
 - i. Unexpected – i.e. it was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
 - ii. Caused by a delaying event outside our control – i.e. as long as we have taken the steps set out in the section 'delays outside our control'.

- iii. Avoidable – i.e. something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the instructions or having the minimum system requirements advised by us.
- b) Our total liability to you for all losses arising under or in connection with any contract between us for digital content, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to what you paid for the digital content product and all claims for loss of profit or indirect or consequential loss are wholly excluded.
- c) Nothing in this document excludes or limits our liability to you:
 - i. for death or personal injury caused by our negligence; or
 - ii. for any matter which it would be illegal for us to exclude or attempt to exclude our liability; or
 - iii. for fraud or fraudulent misrepresentation.

9. Intellectual Property Rights

You acknowledge that all intellectual property rights in the digital content anywhere in the World belong to us, that rights in the digital content are licensed (not sold) to you, and that you have no rights in, or to, the digital content other than the right to use them in accordance with the terms of this document and the resulting contract between you and us.

10. Personal Data

- a) We will use any personal information you provide to us to:
 - i. provide the digital content;
 - ii. process your payment for access to the digital content; and
 - iii. inform you about similar products that we provide, but you may stop receiving these at any time by contacting us.
- b) Further details of how we may use any personal data you give us is set out in our Privacy Notice which is available on our website.
- c) If you attend a live webinar digital content presentation then we may audio / video record the session(s) and any chat or comment features thereof. Accordingly, please ensure that by continuing in the webinar presentation that you are happy for your details (e.g. name and/or chat comments) to be published and/or recorded accordingly. In any case, we strongly advise you to turn off your camera and to mute your microphone.

11. Complaints and Resolution

- a) You have several options for resolving disputes with us:
 - i. Our complaints policy. We will do our best to resolve any problems you may have with us or our products as quickly as possible. Please email us at calmamidchaotherapy@outlook.com if you have any questions or concerns here.
 - ii. Resolving disputes without going to court. Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to CEDR through their website at <https://www.cedr.com/>. If you're not satisfied with the outcome you can still go to court.
 - iii. You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

12. Other Important Terms

- a) The contract for accessing digital content is between you and us. No other person has any rights to enforce any of its/these terms.
- b) If any of the terms of the Contract/this document are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

- c) This document represents the entire agreement between us in relation to the provision of the digital content and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing.
- d) Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any contract between us was entered into (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

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